

UTAH POLE ATTACHMENT AGREEMENT

Between

QWEST CORPORATION

And

UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY

This Pole Attachment Agreement is made and entered into this 28 day of March, 2006, between Qwest Corporation, a corporation organized and existing under the laws of the State of Colorado and qualified to do business in the State of Utah, hereinafter "Qwest," and the Utah Telecommunication Open Infrastructure Agency, an interlocal cooperative governmental agency organized and existing under the laws of the State of Utah, and qualified to do business in the State of Utah, hereinafter "UTOPIA," (collectively, "the Parties"). The Parties mutually agree that the terms and conditions of this Pole Attachment Agreement, hereinafter "Agreement" and applicable law shall govern the Parties' non-exclusive use of such poles owned by each Party and located in the State of Utah as each may, upon application, permit the other to use. Both parties to the Agreement may be referred to as "Pole Owner," "Licensee," "Party" or "Parties."

WITNESSETH

WHEREAS, the Parties are engaged in the business of providing service or facilities to provide service to customers in certain areas within the state of Utah; and

WHEREAS, the Parties sometimes place and maintain poles or pole lines upon or along the same highways, streets or alleys and other public or private places for the purpose of supporting the wires and associated facilities used in their respective businesses; and

WHEREAS, the Parties desire to cooperate in establishing the common use of poles consistent with and in furtherance of and compliance with the rules and policies of the Public Service Commission of Utah; and

WHEREAS, access to poles is dependent upon considerations of safety, reliability, capacity and generally applicable engineering standards;

NOW, THEREFORE, in consideration of the mutual covenants and agreements made and contained herein, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS

"Agreement" means this Utah Pole Attachment Agreement.

"Attachment(s)" means Pole Attachment(s) as defined in R746-345-2.C of the Utah Administrative Rules.

“Audit” includes a periodic examination of Pole Owner’s poles occupied by Licensee and any of Licensee’s Attachments or Equipment attached to such poles for the purpose of i) verifying the presence or location of all Attachments and any other pole-mounted Equipment of Licensee (“System Audit”), or ii) a special examination for cause to determine whether Licensee is in compliance with the requirements and specifications of Section 3.04 of this Agreement or any other obligation of Licensee under this Agreement (“Special Audit”).

“Business Days” means days other than a Saturday, Sunday, or state or federal holiday.

“Commission” means the Public Service Commission of Utah.

“Electronic Notification System” or “ENS” means the electronic system or combination of electronic systems that may be approved by the Commission and adopted in Utah. When adopted, the Parties must utilize ENS to submit applications for permission to attach, relocate, or remove Equipment under the terms of this Agreement, and to respond to requests for work to be performed.

“Equipment” means all devices, articles or structures necessary to operate the business of the Parties including, but not limited to, antennas, cables, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, materials, appurtenances, or apparatus of any sort, whether electrical or physical in nature, or otherwise, including without limitation all support equipment such as guy wires, anchors, anchor rods, grounds, and other accessories.

“Fee Schedule” means the fees and charges set forth in Exhibit A attached hereto as may be amended from time to time in accordance with R746-345-3.A. of the Utah Administrative Rules.

“Licensee” means the Party that has been granted access to the Pole Owner’s poles pursuant to this Agreement or who is seeking or has obtained permission to place Equipment upon Pole Owner’s poles as provided in Article III of this Agreement.

“Make-ready Work” means all engineering, inspection, design, planning, construction, or other work reasonably necessary to prepare poles for the installation of Licensee’s Attachments, including without limitation, work related to transfers, rearrangements and replacements of existing poles or Equipment, and the addition of new poles or Equipment.

“National Electrical Safety Code” or “NESC” means the current edition, and any supplements thereto and revisions or replacements thereof, of the publication, so named, published by the Institute of Electrical and Electronics Engineers, Inc., for the purpose of safeguarding persons and property during the installation, operation, or maintenance of electric supply and communication lines and associated equipment.

“Non-recurring Charges” means legally authorized and identifiable amounts payable by Licensee under this Agreement other than rental charges.

“Pole Owner” means an entity having ownership or control of poles used, in whole or in part, for any electric or telecommunications service.

“Unused Equipment” means any Equipment situated on Pole Owner’s poles, that Licensee has ceased operating or utilizing in the normal course of furthering the purposes of its business.

“UAR” means the Utah Administrative Rules.

ARTICLE II. SCOPE OF AGREEMENT

Section 2.01 Poles; Geographic Scope

This Agreement shall apply to all areas served by the Parties in the State of Utah and shall cover all poles belonging to each of the Parties within Utah which are presently commonly used, as well as poles which are now existing or which shall hereafter be erected in areas mutually served when such poles are included within the scope of this Agreement in accordance with its terms.

The Parties acknowledge that it is Qwest’s position that Qwest attachments to poles owned by the UTOPIA members should be governed by substantially the same rates, terms and conditions as UTOPIA’s attachments to Qwest poles under this Agreement. The Parties further acknowledge that it is UTOPIA’s position that it has no authority to legally bind its municipal members.

This Agreement applies to the use of the Parties’ poles only. The use of electric transmission facilities, other than transmission poles, is expressly excluded from coverage under this Agreement. Any requests for permission to use excluded transmission towers, conduits, and other structures, will be considered individually and, if granted, shall be covered by a separate agreement.

Section 2.02 Attachments; Purpose

Each Party’s use of the other Party’s poles shall be confined to the Attachments which Pole Owner has given Licensee written permission to install or as otherwise provided pursuant to the terms and conditions of this Agreement.

Section 2.03 Reservation of Space

Pole Owner may reserve space on its poles if such reservation is consistent with a development plan that reasonably and specifically projects and identifies a need for that space in the provision of its core utility service. In granting permission to use a pole or poles upon which space has been reserved, Pole Owner shall inform Licensee of the space reservation. Pole Owner shall permit use of its reserved space until such time as Pole Owner has an actual need for that space, when Pole Owner may recover the reserved space for its own use. Pole Owner shall give the displaced Licensee commercially reasonable notice of the reclamation of space as well as the opportunity to make alternate arrangements, if available, including but not limited to allowing Licensee to pay for any reasonable modifications needed to continue to accommodate the Attachments that would otherwise be displaced.

ARTICLE III. USE OF POLES

Section 3.01 Application for Permission to Install Attachment

With the exception of customer service drops, before Licensee places an Attachment upon any of Pole Owner’s poles, Licensee shall request permission from Pole Owner in writing and submit payment for all applicable fees, pursuant to the Fee Schedule (attached as Exhibit A), upon receipt of an invoice from Pole Owner. A form of the invoice may be accessed at <http://www.qwest.com/wholesale/pcat/poleductrow.html>.

Licensee shall make its written application to Pole Owner at the address set forth in Article XI. The written application form may be accessed at <http://www.qwest.com/wholesale/pcat/poleductrow.html>. Substantive changes to the written application shall be submitted to the Commission for approval as contemplated by the Commission rules. The application shall contain all required information including: the specific Equipment to be installed, the map number (to the extent that it is identifiable or provided by Pole Owner and part of the pole number), both Parties' pole numbers (to the extent that the pole numbers are on the pole and identifiable as the Parties' pole numbers), street address of nearest physical location identifier of the poles in question, the space desired on each pole, and any additional information requested by Owner as reasonably necessary to properly review the request for attachment. Pole Owner shall not unreasonably request such additional information. Licensee shall not unreasonably refuse to provide such additional information.

Additional permitting applications for overlashing are not required for a Licensee in its existing pole space. The Licensee will provide a 14 day prior notice to the Pole Owner of the proposed overlashing, providing information (e.g., pole identification numbers for poles to be overlashed, identification of the type or specifications for the Equipment that is to be installed, etc.) needed by the Pole Owner to monitor and maintain its pole facilities

Third Party overlashing is not permitted without the third party submitting, to the Pole Owner, its own application for its attachments and paying any applicable fees and appropriate rental payments for its attachments to the Pole Owner.

In the event the Commission approves an ENS, the Parties will use the approved ENS to submit, approve and/or deny applications for permission to attach, relocate or remove Equipment and will follow all procedures required by such ENS.

Section 3.02 Licensee's Right to Install Equipment

The Pole Owner shall process permit applications and provide estimates of the costs of Make-ready Work in accordance with R746-345-3(C) of the Utah Administrative Rules.

If the Pole Owner rejects the application, the Pole Owner must state the specific reasons for doing so. Applicants may appeal to the Commission if they do not agree that the Pole Owners stated reasons are sufficient grounds for rejection.

If notice is not received from Pole Owner within the above mentioned time frames, Licensee must check back with the Pole Owner before it can proceed with installing the Attachment and can appeal to the Commission for permission to proceed.

After processing, Pole Owner shall inform Licensee that the application has been approved or denied by returning the application with an appropriate notation to the Licensee at the address set forth in Article XII. Any denial of an application by the Pole Owner must be in writing and describe with specificity the lack of pole capacity, safety or reliability problems, or generally applicable engineering standards that led to the denial of the application.

Licensee shall have the right, subject to the terms of this Agreement, to install, maintain, and use the Equipment only as specified in the approved application, upon the pole(s) identified therein.

Licensee shall have the right to install service drops without prior approval by Pole Owner. This would include service drops made from poles on which the attaching entity may not originally have had an attachment, as long as the pole is adjacent to poles on which the attaching entity does have authorized attachments. Prior notification is not required for the attachment of service drops where the attacher has an existing pole attachment. However, when Licensee installs service drops, Licensee must follow all procedures applicable to Attachments generally, except for filing applications and payment of fees (unless the service drop is the Licensee's only attachment to the pole, in which case application and rental fees shall apply), and shall submit notification to Pole Owner on a quarterly basis. Notwithstanding the above, no notification shall be required for service drops that are self-supporting wire or wires that do not require the use of messenger strand and a lashed cable. Required notifications of service drop installations shall contain information identifying the pole to which the service drop was added.

If the Licensee rejects the Make-ready Work estimate as discussed in R746-345-3(C)8 the applicant may, at its own expense, use approved contractors to self-build the required Make-ready Work in lieu of Pole Owner performing same, with the following stipulations: 1) Make-ready Work plans must be approved by Pole Owner and conducted by a Licensee-chosen/ Pole Owner-approved contractor (which approval shall not be unreasonably withheld, conditioned or delayed) on a schedule shared with Pole Owner; 2) Pole Owner will inspect the Make-ready Work activity at Licensee's expense at the rate set forth on Exhibit A; 3) Licensee will provide Pole Owner with a legible copy of drawings that reflect the Make-ready Work; and 4) Pole Owner will use Licensee-provided drawings and written documentation to update Pole Owner property records.

Pole Owner will approve or decline Licensee's Make-ready Work plans in no more than 14 days after receipt. When modification of a pole is necessary, ownership of the modified pole vests with the Pole Owner.

Section 3.03 Labeling of Poles and Attachments

Pole Owner and Licensee shall conform to Utah Administrative Rule R746-345-4 pertaining to pole and attachment labeling. When Pole Owner rennumbers a pole, it shall provide written notice of the new pole number and cross-reference to the old pole number and location to Licensee within thirty (30) days. When the Pole Owner sells a pole or poles to a third party, such sale shall be documented by a Bill of Sale or other legal document and the Licensee shall be provided with the name and contact information for the new pole owner within thirty (30) days of the sale. Pole Owner shall also provide to Licensee a detailed list of poles sold which includes pole numbers and any other available information which will assist Licensee in identifying the specific poles sold.

Section 3.04 Conformance to Requirements and Specifications

Licensee shall, at its own sole risk and expense, place and maintain its Equipment upon the poles in conformity with the requirements and specifications of the NESC, telecommunications industry standards, and other applicable laws, as well as any additional construction standards approved by the Commission. Licensee agrees that, consistent with Commission rules and industry practice and in consideration of safety and service concerns, twisted pair copper cable or wire should be the lowest Attachment on Pole Owner's poles. All other cable or wire Attachments should be placed above twisted pair copper cable.

Licensee shall ensure that all overlashes conform with the construction and other standards and terms set forth in this Agreement and Licensee shall be responsible for any nonconformance whether made by Licensee or by a third party overlasher.

Section 3.05 Access to Electric Utility Space

Unless Licensee is an electric utility or is using a qualified electrical contractor pre-approved by electric utility, Licensee shall not enter the electric utility space on Pole Owner's poles for any purpose. When the Equipment sought to be installed on a pole bearing electric facilities is a wireless antenna, which is to be installed at the pole top or otherwise in or above the electric utility space, Licensee shall make special arrangements with the Pole Owner for installation of the wireless antenna by electric utility employees or qualified electric contractors approved by the electric utility. The electric utility shall provide a list of qualified electric contractors. A Licensee may request an electric contractor be added to the list. The electric utility shall respond to such request within 30 days. Installation work in the electric utility space to be performed by employees of the Pole Owner shall be performed pursuant to a separate installation agreement.

Section 3.06 Grounding

If Licensee requires grounding on an existing pole where a grounding conductor does not exist, Licensee shall request the Pole Owner to install grounding at the sole expense of Licensee. If the Pole Owner is unable to install said grounding within 30 days of the date requested, or sooner if necessary to meet the Commission's service quality requirements, Licensee may hire qualified electrical contractors to perform this work. Licensee, its employees and its contractors, shall at all times exercise Licensee's rights and perform Licensee's responsibilities under the terms of this Agreement in a manner that treats all electric facilities of the Pole Owner as energized at all times. Licensee shall assume complete responsibility for its employees' or contractors' conduct and Licensee shall determine and provide the appropriate training and safety precautions to be taken by Licensee's employees and contractors. Licensee shall indemnify, defend, and hold Pole Owner harmless from any liability of any sort derived from Licensee or Licensee's employees' or contractors' failure to abide by the terms of this paragraph.

Section 3.07 Nonconforming Equipment

If any Attachment is not placed and maintained in accordance with the Requirements and Specifications of Section 3.04, upon notice by Pole Owner, Licensee shall timely perform all work necessary to correct conditions of Licensee's noncompliance. For purposes of this paragraph, compliance shall be deemed timely if performed during Licensee's regularly scheduled maintenance activities or under a plan approved by Pole Owner, unless such noncompliance creates an immediate safety or other threat as described below. Any such work will be performed at Licensee's sole risk and expense. Pole Owner reserves the right to perform or authorize work necessary to bring Licensee's Attachments into compliance upon Licensee's failure to timely do so. Pole Owner will attempt to notify Licensee electronically or in writing prior to performing such work whenever practical.

However, if Pole Owner determines such conditions pose an immediate threat to the safety of utility workers or the public, interfere with the performance of Pole Owner's or other pole attachers' service obligations, or pose an immediate threat to the integrity of Pole Owner's or other pole attachers' poles or Equipment, Pole Owner may perform or authorize such work and/or take such action that it deems necessary without first giving written or electronic notice to Licensee and without subjecting itself to any liability, except to the extent of Pole Owner's negligence or willful misconduct. As soon as practicable thereafter, Pole Owner will advise Licensee in writing of the work performed or the action

taken and will endeavor to arrange for the accommodation of any affected Attachments. Licensee shall be responsible for paying Pole Owner or other pole attachers, if applicable, upon demand, for all costs incurred by Pole Owner or other pole attachers for all work, action, and accommodation performed by Pole Owner or other pole attachers under this Section 3.07.

Section 3.08 Time to Complete Installation

Except as otherwise agreed to by the Parties in good faith, Licensee shall complete the installation of its Attachments upon the pole(s) covered by each approved application within ninety (90) days of approval by Pole Owner. In the event Licensee should fail to complete the installation of its Attachments within the prescribed time limit, the permission granted by Pole Owner to place such Attachments upon Pole Owner's pole or poles shall terminate and Licensee shall not have the right to place such Attachments upon the pole or poles without first reapplying for and receiving permission to do so, all as prescribed in Section 3.01 as applicable to the initial application.

Section 3.09 Make-ready Work

If in the reasonable judgment of Pole Owner the accommodation of any of Licensee's Attachments necessitates Make-ready Work, in the response to Licensee's application Pole Owner will indicate the Make-ready Work that will be necessary to accommodate the Attachments requested and the estimated cost thereof within the application processing time period identified in Section 3.02. If Licensee is willing to bear the cost of all Make-ready Work necessary, as determined by Pole Owner, Licensee shall so indicate via ENS or in writing within thirty (30) days of the date of Pole Owner's response to Licensee's initial application. Pole Owner will provide Licensee an estimated completion date for any Make-ready Work, taking into account the overall scope of the Licensee's project, the volume of applications received from other licensees, as well as the availability of crews to perform the work. The Licensee and the Pole Owner shall negotiate solutions in good faith when the estimated time to perform the Make-ready Work does not meet the Licensee's project requirements. At Licensee's option, Licensee may request to perform the Make-ready Work using plans and contractors pre-approved by Pole Owner consistent with this Agreement.

Pole Owner will perform such Make-ready Work as may be required and Licensee will reimburse, upon demand, Pole Owner for the entire expense thereby actually and reasonably incurred. Licensee shall pay the costs of all Make-ready Work undertaken by Pole Owner where such work is initiated as a result of the proposed installation of Attachments on any poles without regard to whether Licensee elects not to use the pole or poles after Make-ready Work has commenced. An itemized statement detailing the actual material, hours, equipment costs, and any other associated costs will be provided to Licensee for payment of Make-ready Work.

Section 3.10 Pole Owner's Rights to Use Poles

Pole Owner reserves to itself the right to maintain the poles and to operate its Equipment thereon in such manner as will best enable it to fulfill its own core service requirements, and Pole Owner shall not be liable to Licensee or Licensee's customers for any interruption to Licensee's service or for any interference with the operation of Licensee's Equipment arising in any manner, from the use, maintenance, and repair of the poles and the Equipment thereon or from the removal of Attachments or other Equipment from the poles by Pole Owner in accordance with the provisions of this Agreement, except for Pole Owner's negligence or willful misconduct. Pole Owner will, however, except in cases of emergency, use reasonable efforts to contact Licensee prior to making changes that will affect Licensee's Attachments, but in any event will contact Licensee as soon as practicable thereafter.

Section 3.11 Third-party Consents, Permits, Licenses, Easements, Rights-of-way or Grants

The right of access to Pole Owner's poles granted by this Agreement does not include any right of access to the land upon which the pole is situated nor does it include any right to cross the land from pole-to-pole with Licensee's Equipment and such access rights are specifically disclaimed. Licensee is solely responsible for obtaining from public authorities and private owners of real property and maintaining in effect any and all consents, permits, licenses, easements, rights-of-way or grants that are necessary for the lawful exercise by Licensee of the permission granted by Pole Owner in response to any application approved hereunder. Licensee agrees to indemnify, defend and hold harmless Pole Owner against and from any and all third party claims, demands, law suits, losses, costs and damages, including attorney's fees, to the extent arising from Licensee failure, or alleged failure to have the requisite authority.

Section 3.12 Interference with Pole Owner's or other Licensees' Equipment

If, in Pole Owner's reasonable judgment, Licensee's existing Attachments on any pole interfere with Pole Owner's or other pole attachers' existing Equipment or prevent the placing of any additional Equipment by Pole Owner required for its core utility service and included in Pole Owner's development plan as described in Section 2.03, Pole Owner will notify Licensee of the rearrangements or transfers of Equipment or pole replacements or other changes required in order to continue to accommodate Licensee's Attachments. If Licensee desires to continue to maintain its Attachments on the pole and so notifies Pole Owner in writing within thirty (30) days, Licensee may perform the necessary work (subject to Pole Owner's approval based on safety issues), or Licensee shall authorize Pole Owner to perform the work. Should Licensee authorize Pole Owner to perform the work, Pole Owner shall make such changes as may be required, and Licensee, upon demand, will reimburse Pole Owner for the entire expense thereby actually and reasonably incurred. If Licensee does not so notify Pole Owner of its intent to perform the necessary work or authorize Pole Owner to perform the work, Licensee shall remove its Attachments from the affected pole or poles within an additional ten (10) days from such original notification by Pole Owner for a total of forty (40) days; provided, however, that Pole Owner in any emergency may require Licensee to remove its Attachments within the time required by the emergency. If Licensee has not removed its Attachments at the end of the forty (40) day period, or in the case of emergencies, within the period specified by Pole Owner, Pole Owner may remove Licensee's Equipment at Licensee's sole risk and expense, and Licensee will pay Pole Owner, upon demand, for all costs thereby incurred by Pole Owner.

Section 3.13 Pole Replacement for the Pole Owner's Benefit

Where an existing pole is changed out solely for the Pole Owner's benefit, the Pole Owner will bear the total cost of the pole replacement including the labor for the lower and haul of the old pole but not including the cost to transfer Licensee's attachments to the new pole. After Pole Owner has completed its work it shall notify Licensee, and Licensee shall, at its own expense, transfer its attachments to the new pole within thirty (30) days after the time specified in the notice given by the Pole Owner indicating that the pole is ready Licensee to transfer its equipment (which time shall not begin until after the parties located above the Licensee on the pole have removed or moved their facilities).—

Section 3.14 Pole Replacement for Licensee's Benefit

Where an existing pole is prematurely replaced (for reasons other than normal or abnormal decay) by a new pole for the sole benefit of the Licensee, the Licensee shall reimburse the Pole Owner for all costs, including, but not limited to the cost in replacing the new pole, the remaining life value of the existing pole, lower and haul of the existing pole (to the extent that this is performed by the Pole Owner), and topping of the existing pole when performed either as an accommodation to Licensee or as required by

NESC. Pole Owner shall credit the Licensee for salvage value of the existing pole if it is not topped and it is less than ten years old. Pole Owner shall remove and may retain or dispose of such pole as the sole owner thereof. Any payments for poles made or work performed by the Licensee shall not entitle Licensee to ownership of any part of said poles. If pole replacement under this Section 3.14 benefits both Licensee and other pole attachers, the costs shall be pro-rated among all benefiting attachers.

Section 3.15 Pole Placement or Replacement for Joint Benefit of Pole Owner and Licensee

Where Pole Owner requires a new pole and Licensee requires extra height or strength exceeding a basic 40 foot Class 5 pole to accommodate its new or existing attachments, Licensee shall pay a sum equal to the difference between the total cost of installing a new pole adequate to accommodate Licensee's new and existing attachments and the total cost of a basic 40 foot Class 5 pole. The balance of the cost of installing the pole actually installed shall be borne by Pole Owner.

Section 3.16 Expense of Situating Pole Attachments

Licensee shall place, maintain, rearrange, transfer, and remove its own Attachments at its own expense except as otherwise expressly provided hereunder.

Section 3.17 Relocation of Licensee's Attachments

Licensee shall at any time, at its own sole risk and reasonable expense, upon reasonable notice from Pole Owner, relocate, replace or repair Licensee's Attachments or transfer them to substituted poles. Provided, however, that in cases of emergency or if Licensee fails to relocate required by a Pole Owner's notice, Pole Owner may, without incurring any liability except for negligence, relocate or replace Licensee's Attachments or Equipment, transfer them to substituted poles, or perform any other work in connection with the Licensee's Attachments or Equipment that may be required, or authorize a third party to perform such tasks, and Licensee will, upon demand, reimburse Pole Owner or such third party for the entire expense thereby incurred.

When the Licensee is required to relocate its facilities to accommodate a third party attaching to the pole, Pole Owner shall disclose the third party's name and contact information to the Licensee at the time the relocation or rearrangement is requested. Licensee shall be entitled to seek reimbursement from the third party attacher prior to relocating its facilities.

Section 3.18 Relocation of Joint Poles at Request of Land Owner

Where a jointly used pole is required to be replaced, moved or relocated due to a landowner request, Pole Owner shall provide notice to Licensee upon receipt of the land owner request and coordinate with Licensee and all other pole attachers to provide a coordinated response with respect to timelines and costs to land owner.

The Licensee shall promptly arrange to transfer its Equipment to the new pole and shall notify the Pole Owner when such transfer has been completed. In the event such transfer is not completed within thirty (30) days after the time specified in the notice given by the Pole Owner indicating that the pole is ready for Licensee to transfer its Equipment (which time shall not begin until after the parties located above the Licensee on the pole have removed or moved their facilities), Pole Owner may transfer Licensee's Equipment from the replaced pole to the replacement pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above

mentioned thirty (30) days notice, and Licensee will reimburse Pole Owner for all actual costs incurred.

If the Licensee performs any work for the Pole Owner to facilitate Pole Owner's responsibilities in completion of the above work or in cases of emergency work, including without limitation transferring other equipment, setting or lowering poles, digging holes, or hauling poles, the Pole Owner shall pay to Licensee, upon receipt of an invoice, the cost of such work. When setting a pole requires entering the electric utility space, the setting of the pole must be performed by a qualified electric contractor approved by the electric utility pursuant to Section 3.05, or may be performed by a licensed electrical engineer employed by Licensee upon prior approval of the electric utility.

Section 3.19 Mid-span Poles

Any poles erected by Licensee shall not interfere with or be in-line with Pole Owner's poles and shall not create a structure conflict as defined in the NESC. If either Party requires placement of a pole in-line with any two existing poles owned by the other Party ("i.e., a mid-span pole"), the Party requiring the mid-span pole shall pay the cost of setting the pole, including the cost of the pole itself. The owner of the poles on either side of the mid-span pole will have sole ownership of the mid-span pole and the Party requesting the pole will pay pole rental fees to the Pole Owner in accordance with Article V.

Section 3.20 Removal of Attachments by Licensee

Licensee may at any time remove its Attachments from any of the poles and, in each case, Licensee shall immediately give Pole Owner notice of such removal. Removal of all Attachments from any pole shall constitute a termination of Licensee's right to use such pole. Licensee will not be entitled to a refund of any rental on account of any such voluntary removal. When Licensee removes Attachments, rental charges payable by Licensee will be prospectively reduced in the annual billing cycle following Licensee's proper notice to Pole Owner of the removal.

When Licensee performs maintenance to or removes or replaces its Equipment on Pole Owner's pole, Licensee must chemically treat all field-drilled holes and plug any unused holes caused by Licensee, including those resulting from removal of Equipment; if Licensee fails to adequately plug and treat such holes, Pole Owner may do so at Licensee's sole risk and expense.

Section 3.21 Unused Equipment

Except for seasonally used equipment, whenever Licensee has ceased using any Equipment situated upon Pole Owner's poles with no intention of placing the Equipment back in service, Licensee will remove the Unused Equipment from Pole Owner's poles within 365 days of the date of last use. If Licensee demonstrates to Pole Owner's reasonable satisfaction that it is more likely than not that Licensee will resume using the Unused Equipment in the same location within a period of three-years from the date of last use; and that leaving Licensee's Unused Equipment in place will not preclude Pole Owner or a third party from using the poles occupied by Licensee's Unused Equipment; and that leaving Licensee's Unused Equipment in place does not contravene any other obligation of Licensee under this Agreement, the Unused Equipment may remain in place, subject, in all cases to payment of the rental charges under this Agreement for the pole space occupied.

Section 3.22 Limitations on Licensee's Rights to Use Poles; Termination

No use, of any sort or duration, of any poles under this Agreement shall create or vest in Licensee any ownership or property rights therein; nor shall any such use constitute the dedication of the Pole Owner's poles or Equipment to the public or to Licensee, subject to the UAR and other applicable laws

and statutes. Nothing contained herein shall be construed to compel Pole Owner to maintain any particular pole or poles for a period longer than demanded by Pole Owner's own service requirements.

Section 3.23 Damage to Equipment

The Parties shall exercise all necessary precautions to avoid causing damage to the other Party's poles and Equipment and other pole attachers' Equipment and shall assume responsibility to each other for any and all loss from any damage to the other Party's poles or Equipment and reimburse the other Party for the entire expense incurred in making such repairs. Each Party shall assume responsibility to third parties for any and all loss from any damage caused to third party's Equipment by such Party and shall reimburse such third party for the entire expense incurred in making repairs.

Section 3.24 Audits of Existing Attachments

Pole Owner may conduct a System Audit of Attachments made to its poles no more frequently than once every five (5) years. Pole Owner shall give Licensee at least ninety (90) days prior notice of an initial meeting to plan the next System Audit. At such meeting, Pole Owner, Licensee and all other pole attachers in attendance in person or by representative shall participate in, among other things, the selection of an independent contractor for conducting the System Audit, as well as the scheduling, scope, extent and reporting of the System Audit results. Regardless of whether Licensee attends the System Audit planning meeting or expresses an intention to participate in the System Audit, Pole Owner shall notify Licensee at least sixty (60) days prior to the commencement of the System Audit. Licensee shall advise Pole Owner if Licensee desires to participate in the System Audit with Pole Owner not less than thirty (30) days prior to the scheduled date of such System Audit. The cost of the System Audit shall be included in the rental rate pursuant to the methodology approved by the Commission for such purposes. The data from the System Audit shall be made available to Licensee and all other attachers on the poles and used to update the Parties' records. Any Party shall make any objections to the System Audit results within ninety (90) days of receipt of the System Audit report or such objections are waived.

Pole Owner may conduct a Special Audit of Licensee's Attachments upon cause. For purposes of this section, cause shall mean a good faith belief that Licensee has repeatedly violated the standards set forth in Section 3.04 or the application process or any other term of this Agreement. The cost of such Special Audit shall be borne by Licensee if such violations are discovered and not cured or formally disputed within 60 days after written notice from Pole Owner. Violations that are formally disputed shall be resolved in accordance with Section 7.01 of this Agreement.

Section 3.25 Inspections

In addition to audits as described in Section 3.24, Pole Owner shall have the right to inspect each of Licensee's Attachments and other Equipment attached to Pole Owner's poles at any time.

Section 3.26 Tax Liability

Licensee shall promptly pay any tax, fee, or charge that may be levied or assessed against Pole Owner's poles or property solely because of their use by Licensee. If Licensee should fail to pay any such tax or assessment on or before the date such tax or assessment becomes delinquent, Pole Owner, at its own option, may pay such tax on account of Licensee and Licensee shall, upon demand, reimburse Pole Owner for the full amount of tax and any penalties so paid. Nothing in this provision in any way limits either Party's rights to challenge such tax assessments.

ARTICLE IV. MAINTENANCE OF POLES

Section 4.01 Expense of Maintenance

The expense of maintaining jointly used poles shall be borne by the Pole Owner thereof, and the Pole Owner shall maintain its jointly used poles in a safe and serviceable condition, and shall replace, reinforce, or repair such of those poles as become defective. The Pole Owner shall be solely responsible for collection of costs of damages for poles broken or damaged by third parties. The Licensee shall be responsible for collecting damages to its own Equipment. If a pole owned by one Party is replaced by the other Party because of auto damage or storm damage, the Pole Owner shall pay the other Party for the actual costs of such pole replacement.

Section 4.02 Relocation of Joint Poles Required For Maintenance Purposes

Whenever it is necessary to replace, move, reset, or relocate a jointly used pole for maintenance purposes, the Pole Owner thereof shall, before making such replacement, move, or relocation, give written notice thereof to Licensee (except in case of emergency, when oral notice shall be given if practicable and subsequently confirmed in writing), specifying in such notice the work to be performed and the approximate time of such proposed replacement or relocation. Licensee may request that a pole be reset in the same location and Pole Owner shall attempt to do so when feasible, provided that the cost of accommodating this request shall be borne by Licensee.

The Licensee shall promptly arrange to transfer its Equipment to the new pole and shall notify the Pole Owner when such transfer has been completed. In the event such transfer is not completed within thirty (30) days after the time specified in the notice given by the Pole Owner indicating that the pole is ready for Licensee to transfer its Equipment (which time shall not begin until after the parties located above the Licensee on the pole have removed or moved their facilities), Pole Owner may transfer Licensee's Equipment from the replaced pole to the replacement pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days notice, and Licensee will reimburse Pole Owner for all actual costs incurred.

If the Licensee performs any work for the Pole Owner to facilitate Pole Owner's responsibilities in completion of the above work or in cases of emergency work, including without limitation transferring other equipment, setting or lowering poles, digging holes, or hauling poles, the Pole Owner shall pay to Licensee, upon receipt of an invoice, the cost of such work. When setting a pole requires entering the electric utility space, the setting of the pole must be performed by a qualified electric contractor approved by the electric utility pursuant to Section 3.05, or may be performed by a licensed electrical engineer employed by Licensee upon prior approval of the electric utility.

In the event Licensee desires to maintain its facilities on a pole that Pole Owner plans to replace, move or relocate, Pole Owner and Licensee may agree to transfer title of the pole upon agreeable terms and conditions. Upon receipt of a bill of sale or other legal transfer document, Licensee shall assume ownership of the original pole and shall indemnify and hold harmless the former Pole Owner of such pole from all obligations, liabilities, damages, costs, expenses or charges incurred after the date of transfer.

Section 4.03 Abandonment Of Jointly Used Poles

If the Pole Owner of a jointly used pole desires at any time to abandon the use thereof, Pole Owner shall give Licensee notice in writing to that effect at least thirty (30) days prior to the date upon which it intends to abandon such pole. Pole Owner may transfer Licensee's Equipment from the replaced pole to the replacement pole in a reasonable manner consistent with industry practices upon Licensee's failure to transfer its Equipment within the above mentioned thirty (30) days notice, and Licensee will reimburse Pole Owner for all actual costs incurred.

In the event Licensee desires to maintain its facilities on a pole that Pole Owner plans to replace, move or relocate, Pole Owner and Licensee may agree to transfer title of the pole upon agreeable terms and conditions. Upon receipt of a bill of sale or other legal transfer document, Licensee shall assume ownership of the original pole and shall indemnify and hold harmless the former Pole Owner of such pole from all obligations, liabilities, damages, costs, expenses or charges incurred after the date of transfer.

Section 4.04 Wood Decay

If the Parties hereto are both pole owners, Pole Owner may, as an accommodation and by prior written approval by Licensee, by its own personnel or by a contractor selected by Pole Owner and agreed to by Licensee, inspect and/or treat for wood decay on poles it does not own, but that support Pole Owner's facilities concurrently with inspection and/or treatment of Pole Owner's poles located in same geographic area; however, any such re-inspection and/or treatment shall not be repeated more frequently than every ten (10) years. Licensee shall reimburse Pole Owner the cost of inspection and/or treatment in accordance with the mutually agreed to charges.

Section 4.05 Tree Trimming and Brush Cutting

All tree trimming and brush cutting in connection with the initial placement of wires or other Equipment shall be borne entirely by the Party placing the wires or other Equipment. Unless agreed otherwise, each Party shall be responsible for any and all additional tree trimming and brush cutting related to the wires or Equipment it owns.

ARTICLE V. RENTAL PAYMENTS

Section 5.01 Rental Amount

For authorized Attachments covered under this Agreement, Licensee shall pay to Pole Owner, in advance, on an annual basis, a rental amount computed in accordance with UAR R746-345-5.A as set forth on Exhibit A on a billing cycle beginning on January 1st of each year. Rentals for Attachments approved prior to the January 1st billing cycle shall be prorated and separately invoiced upon authorization of the Attachments. The rental amount for each year shall be based on Pole Owner's tabulation of Licensee's Attachments situated upon Pole Owner's poles and Pole Owner's current records.

Consistent with the terms of this provision, the components of the rental rates, and the methodology employed to determine the rental rates are subject to UAR R746-345-5.A and may not be changed, modified or replaced except as allowed by and in accordance with UAR R746-345-3.A.1. Parties recognize that rates may change consistent with the methodology. Notwithstanding, any changes to the rates consistent with the methodology shall be filed with the Commission prior to the effective date.

Section 5.02 Unauthorized Attachments

Licensee shall not make Attachments to Pole Owner's poles without obtaining the Pole Owner's written permission as provided for in this Agreement. Pole Owner may charge License back rent from the date of the actual attachment or, if unable to provide evidence of such actual date, 5 years or the date of the most recent audit, whichever is sooner, plus the unauthorized attachment fee contained in the Fee Schedule attached hereto as Exhibit A upon the discovery of unauthorized Attachments belonging to Licensee. The imposition of such charges shall be without prejudice to Pole Owner's right to utilize additional other remedies, including, but not limited, to the remedies available for default under Article VI of this Agreement and any remedies available under Commission rules.

The Parties acknowledge that a prior dispute exists between the Parties concerning UTOPIA's alleged unauthorized attachments presently existing upon poles Qwest claims to own within the state of Utah and that such dispute is the subject of pending litigation in the United States District Court, State of Utah, Northern District (Qwest Corporation v. Utah Telecommunications Open Infrastructure Agency, Case No. 2:05CV00471) (the "Litigation"). Nothing in this Agreement shall be deemed in any way to be an admission, concession, offer, release, or compromise with respect to each Parties' respective rights and obligations in such Litigation and each Parties' respective positions therein with respect to whether such attachments are unauthorized and to whether Qwest owns such poles and such positions are expressly preserved and unaffected by the execution of this Agreement

Section 5.03 Billing and Payments

Pole Owner shall send invoices to Licensee via regular U.S. Mail at the address specified below, or at such other address as Licensee may designate from time to time. Invoices for rental charges will be sent annually or semi-annually. Invoices for all Non-recurring Charges, Unauthorized Attachment Charges, and other obligations amounts due under this Agreement other than rental charges will be sent at Pole Owner's discretion within a reasonable time. Invoices for Non-recurring Charges will provide specific identifying information pertaining to each charge. Invoices for rental charges will provide summary information only. Licensee may obtain additional information pertaining to charges upon written request to Pole Owner.

Except as otherwise provided in this Agreement or agreed to by the Parties, Licensee shall pay all undisputed charges within thirty (30) days from the invoice date. Licensee will have sixty (60) days from the invoice date to pay disputed amounts unless the disputing Party has commenced an action consistent with UAR 746-345-6A.3. Upon resolution of any such dispute, Pole Owner will refund any amounts owed, with interest accruing at the rate specified in Section 8.03 from the later of the date Licensee paid the disputed portion, or the date upon which Licensee provided Pole Owner notice of the amount in dispute. Late charges and interest shall be imposed on any delinquent amounts. All bills shall be paid to the address designated from time to time in writing by Pole Owner.

Qwest's Billing Address:

Attn: Supervisor, Network Operations
700 W Mineral Ave, MTG2824
Littleton CO 80120-0000

UTOPIA's billing address:

UTOPIA
ATTN: Deputy Director and Chief Operating Officer
1385 West 2200 South, Suite 302
West Valley City, Utah 84119

Section 5.04 Third-Party Compensation

If Licensee permits its Equipment to be overlashed by a third party for compensation, the total compensation payable from the third party shall be paid directly to the Pole Owner by the third party.

ARTICLE VI. BREACH AND REMEDIES

Section 6.01 Remedies for Default

If either Party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after written notice thereof has been provided to the defaulting Party, the Party not in default may exercise any of the remedies available to it. Provided however, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, the defaulting Party shall have an additional sixty (60) days to cure the default for a total of ninety (90) days after the Party not in default provides its notice of default. Upon Commission approval and subject to Section 7.01, the remedies available to each Party shall include, without limitation: (i) refusal to grant any additional permission for Attachments to the other Party until the default is cured; (ii) termination of this Agreement; and (iii) injunctive relief.

ARTICLE VII. GENERAL PROVISIONS

Section 7.01 Dispute Resolution

Any dispute arising out of, or relating to, this Agreement shall be settled in accordance with UAR R746-345-6.

Section 7.02 Failure to Enforce Rights

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement in any instance shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain, at all times, in full force and effect.

Section 7.03 Interest

All amounts payable under the provisions of this Agreement shall, unless otherwise specified, be payable within thirty (30) days of the invoice date. An interest charge at the rate of one and one-half percent (1.5%) per month shall be assessed against all late payments. Interest under this Agreement shall not exceed the interest allowable under applicable law.

Section 7.04 Relationship to Third-Parties

Nothing herein contained shall be construed as affecting, diminishing or interfering with any rights or privileges previously conferred by Pole Owner, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement and Pole Owner shall have the right to continue, modify, amend, or extend such rights or privileges. The privileges herein granted to Licensee shall, at all times, be subject to the rights of other entities with attachments to Pole Owner's poles under existing third-party contracts and arrangements. Further, nothing herein contained shall be construed as conferring or granting to Licensee the exclusive privilege or right to use any of the poles

or other facilities of the Pole Owner. Nothing in this Agreement is intended to confer rights on any third-party, as a third-party beneficiary or otherwise.

Section 7.05 Assignment of Rights

Neither Party shall sublet, assign, transfer, or otherwise dispose of this Agreement or any of its rights, benefits or interests under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld; but otherwise, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. No assignment of this Agreement shall operate to discharge the assignor of any duty or obligation hereunder without the written consent of the other Party. Each Party may assign all its rights and obligations under this Agreement to its parent corporation, to its subsidiary corporation, to a subsidiary of its parent corporation, to its survivor in connection with a corporate reorganization, to any corporation acquiring all or substantially all of its property or to any corporation into which it is merged or consolidated upon prior written notice to the other Party.

Section 7.06 Applicability of UAR

Licensee's use of Pole Owner's utility poles will be governed by applicable provisions of the UAR, as may be amended and the terms of this Agreement not inconsistent with the UAR as amended. Neither Party waives its right to petition the Commission for an order amending this Agreement consistent with any subsequent changes in the UAR.

Section 7.07 Applicable Law; Venue

The Parties agree that this Agreement shall be interpreted according to the laws of the State of Utah without consideration of the choice of law rules thereof. Judicial proceedings instituted pertaining to this Agreement shall be instituted only in the state or federal courts located in the State of Utah.

Section 7.08 Survival of Liability or Obligations Upon Termination

Any termination of this Agreement shall not release either Party from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

Section 7.09 Interpretation

References to Articles and Sections are references to the relevant portion of this Agreement. Headings are for convenience and shall not affect the construction of this Agreement. Exhibits A and B are attached hereto and made a part hereof.

Section 7.10 Severability

In the event that any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect; provided, in any such case, the Parties shall negotiate in good faith to reform this Agreement in order to give effect to the original intention of the Parties.

Section 7.11 Prior Agreements; Amendments

This Agreement shall supersede all prior negotiations, agreements and representations, whether oral or written, between the Parties relating to the installation and maintenance of Licensee's Equipment on

Pole Owner's poles within the geographic area covered by this Agreement, as specified in Section 2.01. Any Equipment of Licensee attached to Pole Owner's poles within the locality covered by this Agreement shall be subject to the terms and conditions and rental rates of this Agreement. This Agreement, including any exhibits attached and referenced herein, constitutes the entire Agreement between the Parties, and may not be amended or altered except by an amendment in writing executed by the Parties, or as specifically provided for herein. Provided, however, that (i) Equipment currently lawfully attached to poles and/or pursuant to approvals granted by the Owner under prior agreements and applications in progress for permits, shall continue in effect under or as otherwise provided pursuant to the terms and conditions of this Agreement; and (ii) nothing herein shall modify either Party's rights, obligations or liabilities that arose or were incurred during periods prior to the effective date of this Agreement, with respect to periods prior to the effective date of this Agreement.

Section 7.12 Additional Representations and Warranties

Each Party warrants and represents to the other that it possesses the necessary corporate, governmental and legal authority, right and power to enter into this Agreement and to perform each and every duty imposed. Each Party also warrants and represents to the other that each of its representatives executing this Agreement, or submitting or approving an application made hereunder, is authorized to act on its behalf.

Each Party further warrants and represents that entering into and performing under this Agreement does not violate or conflict with its charter, by-laws or comparable constituent document, any law applicable to it, any order or judgment of any court or other agency of government applicable to it or any agreement to which it is a party and that this Agreement and any application approved hereunder, constitute valid, legal, and binding obligations enforceable against such Party in accordance with their terms.

Section 7.13 Relationship of the Parties

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise.

ARTICLE VIII. CONTRACT TERM

This Agreement shall remain in full force and effect unless and until it is terminated by either Party upon ninety (90) days written notice by certified mail to the other Party. Each Party shall remove its Equipment from Pole Owner's poles within three-hundred sixty-five (365) days of receipt of said notice unless Parties are in negotiations of a new contract. Should either Party fail to remove its Equipment within said three-hundred sixty-five (365) day period, Pole Owner may remove and dispose of Licensee's Equipment at Licensee's sole risk and expense. On the date of termination specified in such notice, all rights and privileges of both Parties hereunder shall cease. In the event that either Party successfully petitions the Commission for an order to amend the rates, terms or conditions specified in this Agreement, the Parties agree to execute an addendum to this Agreement, giving effect to the Commission's order, within thirty (30) days of the release of the Commission's order or within such other period of time as the Commission may prescribe.

ARTICLE IX. LIABILITY AND DAMAGES; INDEMNIFICATION; WARRANTIES

Section 9.01 Limitation of Liability and Indemnification

Except for liability caused by the gross negligence or intentional misconduct of Pole Owner, Licensee shall indemnify, protect and hold harmless Pole Owner, its successors and assigns, from and against any and all claims, demands, causes of action, costs (including attorney's fees) or other liabilities for damages to property and injury or death to persons which may arise out of, or be connected with: (a) the erection, maintenance, presence, use or removal of Licensee's Equipment; or (b) any act of Licensee on or in the vicinity of Pole Owner's poles. Except for liability caused by the gross negligence or intentional misconduct of Pole Owner, Licensee shall also indemnify, protect and hold harmless Pole Owner, its successors and assigns from and against any and all claims, demands, causes of action, costs (including attorney's fees), or other liabilities arising from any interruption, discontinuance, or interference with Licensee's service to its customers which may be caused, or which may be claimed to have been caused, by any action of Pole Owner undertaken in furtherance of the purposes of this Agreement. In addition, Licensee shall, upon demand, and at its own sole risk and expense, defend any and all suits, actions, or other legal proceedings which may be brought against Pole Owner, or its successors and assigns, on any claim, demand, or cause of action arising from any interruption, discontinuance, or interference with Pole Owner's service to Pole Owner's customers to the extent caused, or which may be claimed to have been caused, by any action of Licensee. To the extent Licensee shall be found to have caused such interruption, discontinuance, or interference, Licensee shall pay and satisfy any judgment or decree which may be rendered against Pole Owner, or its successors or assigns, in any such suit, action, or other legal proceeding; and further, Licensee shall reimburse Pole Owner for any and all legal expenses, including attorneys fees, incurred in connection therewith, including appeals thereof.

Pole Owner warrants that its work in constructing and maintaining the poles covered by this Agreement shall be consistent with prudent utility practices. Pole Owner further warrants that its own attachments to its poles shall be constructed and maintained consistent with prudent utility practices. Pole Owner disclaims all other warranties, express or implied, including but not limited to the warranty of merchantability, fitness for particular purpose, and similar warranties. Pole Owner's liability to Licensee for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any defective poles.

Section 9.02 Notice, Defense, Cooperation, and Settlement

The indemnifying Party shall have the right, but not the obligation, to defend the other regarding any claims, demands or causes of action indemnified against. Each Party shall give the other prompt notice of any claims, demands or causes of actions for which the other may be required to indemnify under this Agreement. Each Party shall fully cooperate with the other in the defense of any such claim, demand or cause of action. Neither shall settle any claim, demand or cause of action relating to a matter for which such Party is indemnified without the written consent of the indemnitor.

Section 9.03 Warranties of Licensee

Licensee warrants to Pole Owner that its exercise of its rights and performance of its obligations under this Agreement shall be consistent with prudent utility practices.

ARTICLE X. INSURANCE AND BOND

Section 10.01 Workers Compensation and Employer's Liability Acts

Licensee shall comply with all applicable worker's compensation and employer's liability acts and shall furnish proof thereof satisfactory to Pole Owner prior to placing Equipment on Pole Owner's poles.

Section 10.02 Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Pole Owner's poles, secure and continuously carry with insurers acceptable to Pole Owner the following insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons, including Licensee's employees, Pole Owner's employees and all other third persons, or damage to property, including Pole Owner's property, Licensee's property and the property of all other third parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

The policies required herein shall include (a) provisions or endorsements naming Pole Owner, its directors, officers and employees as additional insured, and (b) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Pole Owner and that any other insurance maintained by Pole Owner is excess and not contributory insurance with the insurance required under this Section 10.02 and provisions that such policies shall not be cancelled or their limits of liability reduced without thirty (30) days prior written notice to Pole Owner.

A certificate in a form satisfactory to Pole Owner certifying the issuance of such insurance, shall be furnished to Pole Owner by Licensee. Commercial general liability coverage written on a "claims-made" basis, if any, shall be specifically identified on the certificate. If requested by Pole Owner, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Pole Owner by Licensee.

Pole Owner shall be notified by Licensee of any commercial general liability policies maintained hereunder and written on a "claims-made" form. Such insurance policies written on a "claims-made" basis shall be maintained by Licensee for a minimum period of five (5) years after the termination of this Agreement and Pole Owner may, at its discretion, require Licensee, at Licensee's sole expense, to institute other measures to guarantee future coverage for claims related to Licensee's obligations under this Agreement.

Section 10.03 Bonding

Upon application to and approval by the Commission, Pole Owner may require Licensee to furnish a bond or other form of financial security instrument to cover the faithful performance by Licensee of its obligations hereunder. Terms and conditions of the bond or other financial security shall be those approved by the Commission.

ARTICLE XI. FORCE MAJEURE

Neither Party shall be subject to any liability or damages for inability to perform its obligations under this Agreement, except for any obligation to pay amounts when due, to the extent that such failure shall be due to causes beyond the control of either Party, including but not limited to the following: (a) the operation and effect of any rules, regulations and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof (so long as the claimant Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war or act of terrorism; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance; or (h) strikes or boycotts. Provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect.

ARTICLE XII. NOTICE

Except as otherwise provided herein, any notice required, permitted or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by notice hereunder, and shall be transmitted by United States mail, by regularly scheduled overnight delivery, or by personal delivery:

To Qwest:

Qwest, Attn: Joint-Use Supervisor
700 W. Mineral Ave. MT/H28.18
Littleton, CO 80120.

With a copy to Qwest Service Representative at: wholesale.servicesupportteam@qwest.com.

and a copy to:

Qwest Corporation
General Counsel
1801 California Street
Suite 5200
Denver, CO 80202

To UTOPIA:

UTOPIA
ATTN: Deputy Director and Chief Operating Officer
1385 West 2200 South, Suite 302

West Valley City, Utah 84119

With a copy to UTOPIA General Counsel at the same address.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first herein written.

QWEST CORPORATION

By: Mark D. Schmidt

Mark D. Schmidt

Title: Director, Process Management

Date: March 28, 2006

UTAH TELECOMMUNICATION OPEN
INFRASTRUCTURE AGENCY

By: Paul T. Morris

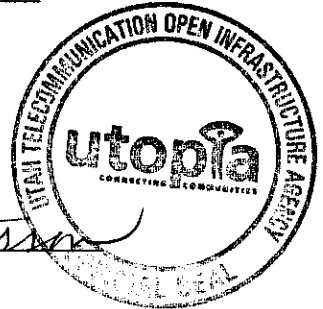
Paul T. Morris

Title: Executive Director

Date: March 21, 2006

ATTEST:

Cindy Patterson
Cindy Patterson, Secretary



APPROVED AS TO FORM:

David J. Shaw

Digitally signed by David J. Shaw
DN: cn=David J. Shaw, c=US, o=UTOPIA,
ou=General Counsel, email=dshaw@utopianet.org
Reason: Approved as to form.
Date: 2006.03.17 14:14:38 -0700

UTOPIA General Counsel

EXHIBIT A		Recurring		NonRecurring
FEESCHEDULE				
Access to Poles Rates				
	Pole Attachment Application Fee			\$668.86
	Inspection Fee for Self Performed Pole Make-ready (labor charge)			
	Rate per half-hour			\$29.29
	Pole Make Ready-Pole Owner performed			ICB (Individual Case Basis)
	Unauthorized Attachment Fee			Back Rent plus \$25 per pole
	Pole Attachment Fee, per pole per Year		\$2.11	
	Pole Owner Cure of Violations (if not performed by Licensee)			ICB